REQUEST FOR QUOTATION (This is NOT an Order)			This RFQ X is	is not	a small business s	et-asi	ide			Page	1 <b>Of</b> 29
1. Request No.		Date Issued	3. Requisition/Purchas	se Req	uest No.	4. C	ert For Nat D	ef. Under BDS	SA N	Rating	g
W15P7T-04-Q-F44	8		See Scl	hedule	:	R	eg. 2 and/or D	MS Reg. 1			DOA7
5A. Issued By COMMANDER US ARI	MY CECOM, A	CQ CENTER	W15P7T				6. Deliver by		chedule		
AMSEL-ACCB-RT-H FORT MONMOUTH, I	NJ 07703-5	008					7. Delivery				
							X FOB Destination	on.	Ot	her	
			no.) (No collect calls)				Destination	<b>,11</b>			
SHARON RICHARDSO		(732)427-166 AIL1.MONMOUTI									
8. To: Name and Ad	dress, Includ	ing Zip Code					9. Destination	n (Consignee a	and addr	ess, inc	cluding
							Zip Code)				
								See So	chedule		
10. Please Furnish of the Issuing Office in or Before Close of E (Date)	Block 5A Or Business	please indi- pay any co Supplies ar	NT: This is a request for cate on this form and re- sets incurred in the prep- re of domestic origin unlo- uest for Quotation must	turn it paratio ess oth	to the address in on of the submissi erwise indicated b	Block on of by que	k 5B. This red this quotatio	quest does not n or to contra	commit act for s	the Go upplies	overnment to s or services.
		1	1. Schedule (Include app	olicable	e Federal, State, a	nd lo	cal taxes)				
Item Number			s/Services		Quantity		Unit	Unit Pr	rice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			( <b>f</b> )
			chedule)								
12. Discount For Pr	ompt Paymen	ıt	a. 10 Calendar Days %		. 20 Calendar Da	ys %	c. 30 Cale	endar Days %	d. Num		dar Days Percentage
NOTE A LIVE	• •	<u> </u>			. 1		1				
NOTE: Additional provisions and representations are are not  13. Name and Address of Quoter (Street, City, County, State and Zip Code)			14. S	ied. Signature of Person Quotation	n Aut	chorized to Sig	n	15. Date	e of Qu	otation	
							16.0	ianon			
				a. Na	ame (Type or Prin	t)	16. S	ignei	1	o. Tele	phone
					- • • •				Area Co		
				c. Ti	tle (Type or Print)	)			Number	r	
AUTHORIZED FO	R LOCAL RI	EPRODUCTIO	N .				Stanc	lard Form 18	(Rov 8.0	05)	

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or	:
	or

SUPPLEMENTAL	INFORMATION

Regulatory Cite	Title	Date

52.6106 NOTICE: SOLICITATION OMBUDSMAN JUN/1997

- (a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.
- (b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Joyce Ambrose, (732) 427-1395. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-3028. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM CECOM Acquisition Center Solicitation Ombudsman Attn: Mrs. Kathleen T. Walk AMSEL-ACCS-B

Fort Monmouth, NJ 07703-5008

- 1. Solicitation is issued to purchase five (5) Support, Cylinders, NSN 5985-01-152-5851.
- 2. Accelerated delivery acceptable at no additional cost to the Government.
- 3. This is a total Hub-Zone Set-Aside Acquisition.
- 4. Quoters shall request CD ROM and attachments in writing. Methods or request can be made via e-mail to Sharon.Richardson@mail1.monmouth.army.mil or Fax at (732) 532-1928. Standard mail is also an acceptable means for submitting request.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5985-01-152-5851				
	FSCM: 57958				
	PART NR: 5035713-1				
	SECURITY CLASS: Unclassified				
001AA	SUPPORT, CYLINDER	5	EA	\$	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price				
	NOUN: SUPPORT, CYLINDER				
	PRON: C94CL011C9 PRON AMD: 01				
	Support, Cylinder, P/O OA-9054, IAW top				
	Drawing number 5035713.				
	SLIN 0001AA is hereby established.				
	SLIN UUUIAA IS Hereby established.				
	(End of narrative B001)				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 5035713				
	Packaging and Marking				
	rachaging and harring				
	LEVEL PRESERVATION: COMMERCIAL				
	LEVEL PACKING: COMMERCIAL				
	PACKAGING/PACKING INSTRUCTIONS SHALL BE IAW				
	STANDARD PRACTICE FOR COMMERCIAL PACKAGING				
	(ASTM D 3951-98).				
	BAR CODE MARKINGS ARE REQUIRED IAW ANSI/AIM-				
	BC1, UNIFORM SYMBOLOGY SPECIFICATIONS CODE 39				
	AND MIL-STD-129.				
	SEE SUPPLEMENTAL INFORMATION SECTION D.				
	(End of narrative DOO1)				
	(End of narrative D001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W15GK83282E701 W62G2T J 1				
	DEL REL CD QUANTITY DEL DATE				
	1	İ	1	1	I

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Name of Offeror or Contractor:

EM NO	SUPI	PLIES/SERV	TCES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001	5	29-APR-2004				
	FOB POINT: Destin	ation					
	SHIP TO: PARCEL P	OST ADDRESS					
	(W62G2T) XU DEF						
		ORTATION OFF 960001	FICER				
			CA 95296-0130				
	EARLY DELIVERY A	CCEPTED AT N	O ADDITIONAL COST				
	TO THE GOVERMENT						
	(	End of narra	ative F001)				

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#### Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- 2 52.6900 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) SEP/2003

  1. The documents listed at Attachment 1 are directly cited within this solicitation/contract and are furnished at Section J.
- 1. The documents listed at Attachment I are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.
- 2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 1 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).
- 3. When applicable, a list of the Contract Data Requirements Lists (CDRLs DD Form 1423s) that apply to this contract is furnished at Attachment N/A. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless explicitly stated elsewhere in this solicitation/contract. The issue of the Data Item Description (DID)listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at http://astimage.daps.dla.mil/online/new/. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.
- 4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 30 OCT 03, and Supplement N/A. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.
  - 5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:
    - a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP Building 4/Section D 700 Robbins Avenue Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

- b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.
  - c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohoken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage,

<a href="http://www.dodssp.daps.mil">http://www.dodssp.daps.mil</a>
Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <a href="http://assist.daps.mil">http://assist.daps.mil</a>

- 6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.
  - a. Drawing Review and Certification.
- (1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.
  - (2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files)

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#### Name of Offeror or Contractor:

copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

- (3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.
- (4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.
  - b. Disposition of Drawings and Specifications.
- (1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.
- (2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.
- 7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:
  - a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
  - b. The identification of such parts is inconsistent, or
- $\hbox{c. The line item refers to an obsolete part/model or a part/model which is no longer $$ the latest baseline configuration for that time.}$

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

#### DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

- (X) effective date of contract.
- (N/A) date of contract award.

(End of clause)

3 52.6920 MASTER PATTERNS (STATEMENT OF WORK)

SEP/1992

The Master Patterns (MPs) listed at Attachment 1 are required to fabricate the equipment on contract. Within 10 working days after contract award, the contractor will submit a written request for these Master Patterns to:

Commander

US Army Communications-Electronics Command

ATTN: AMSEL-LC-COM-C-CM (ALC)

Fort Monmouth, NJ 07703-5000

This request will reference the contract number, item nomenclature(s), Master Pattern Numbers listed at Attachment -3-, and provide a return address for delivery of the Master Patterns to the contractor.

PACKAGING AND MARKING

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4 52.7043 STANDARD PRACTICE FOR COMMERCIAL PACKAGING APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959.

5 52.7047 BAR CODE MARKING OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

### INSPECTION AND ACCEPTANCE

6	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
8	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

#### DELIVERIES OR PERFORMANCE

9	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
10	52.242-15	STOP-WORK ORDER	AUG/1989
11	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-34	F.O.B. DESTINATION	NOV/1991
14	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
  - O Percent increase
  - 0 Percent decrease

This increase or decrease shall apply to ALL-.

- 15 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT FEB/1999
- (a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor-
- (1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

NUATION	CITEDO
	<b>SHHH</b>

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#### Name of Offeror or Contractor:

- (2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
- (i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
- (ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
- (iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
- (b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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#### Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

16 252.204-7004

REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-

16 Use IF0851 or Alternate

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

17 52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT

DEC/1987

OCT/2003

1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture:  $\underline{-1}$ 

(City, County, State)

Packaging and Packing: \_-2-\_

(City, County, State)

Shipping Point (at or near): -3-

(Street Address, City, State, Zip Code)

Producing facilities: -4-

(Owner, Street Address, City, State, Zip Code)

Operator: -5-

(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-

(Street Address, City, State)

- 2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.
- 3. <u>UNCLASSIFIED CONTRACTS</u>. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.
- 4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

18 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

MAR/1999

Project Designation: N/A

Initiating Activity: CHARLES ALCOTT\_

(Item/Project Manager)

Controlled Item Report Requirements: N/A\_

Invoice Address: <u>-4-</u>

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: SHARON L. RICHARDSON

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#### Name of Offeror or Contractor:

Organization Code: AMSEL-ACCB-RT-H (RIC)\_

Telephone Area Code and No.: (732)427-1662

DSN/Autovon No.: 987-1662

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: <u>-9-</u>

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item <u>must</u> be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from <u>only</u> those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

- 19 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999
- (a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).
  - (b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer\*

Instructions to other Defense Contract Management Command personnel\*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box <u>AMSEL-AC-SP-D@maill.monmouth.army.mil</u>.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

20 52.7080

DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

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#### \_\_\_\_\_\_

https://ecweb.dfas.mil.

 $\label{thm:passwords.} \mbox{ User Guides are available at} \\$ 

http://www.dfas.mil/ecedi/.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SPECIAL CONTRACT REQUIREMENTS

21 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

APR/1992

22 52.6110 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

JUN/1999

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
  - (b) The format for all communication shall be compatible with the following: WINDOWS 2000
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
  - (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
  - (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:
  - (i) The Contracting Officer's e-mail address is: Joyce.Ambrose@mail1.monmouth.army.mil The Contract Specialist's e-mail address is Sharon.Richardson@mail1.monmouth.army.mil The Technical Point of Contact's e-mail address is: Charles.Alcott@mail1.monmouth.army.mil

(End of clause)

23 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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Commander,
US Army CECOM,
ATTN:AMSEL-ACCB-RT-H (RIC)
Fort Monmouth, NJ 07703-5000

Commander,

US Army CECOM,

ATTN: AMSEL-LC-COM-C-CM (ALC) Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

#### CONTRACT CLAUSES

24	52.202-1	DEFINITIONS	DEC/2001
25	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	JUL/1995
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.213-3	NOTICE TO SUPPLIER	APR/1984
28	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
29	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
30	52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN/1999
31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
32	52.222-03	CONVICT LABOR	JUN/2003
33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
34	52.222-26	EQUAL OPPORTUNITY	APR/2002
35	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA & OTHER ELIGIBLE VETERANS	
36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
37	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA AND OTHER ELIGIBLE VETERANS	
38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	OCT/2003
40	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
42	52.227-03	PATENT INDEMNITY	APR/1984

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CC	ONTINUATION S	HEEI		
lame of O	fferor or Contractor:			
43	52.227-09	REFUND OF	ROYALTIES	APR/1984
44	52.229-3	FEDERAL,	STATE, AND LOCAL TAXES	JAN/1991
45	52.229-05	"DO NOT U	SE REMOVED PER FAC 2001-13" TAXES -	APR/1984
46	52.232-01	PAYMENTS		APR/1984
47	52.232-08	DISCOUNTS	FOR PROMPT PAYMENT	FEB/2002
48	52.232-11	EXTRAS		APR/1984
49	52.232-17	INTEREST		JUN/1996
50	52.232-23 ALT	ASSIGNMEN	T OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
	I			
51	52.232-25	PROMPT PA	YMENT	OCT/2003
52	52.232-33	PAYMENT E REGISTRAT	Y ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	OCT/2003
53	52.232-34	OPTIONAL	INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
54	52.233-1	DISPUTES		JUL/2002
55	52.233-3	PROTEST A	FTER AWARD	AUG/1996
56	52.243-01	CHANGES -	FIXED PRICE	AUG/1987
57	52.244-5	COMPETITI	ON IN SUBCONTRACTING	DEC/1996
58	52.246-23	LIMITATIO	N OF LIABILITY	FEB/1997
59	52.249-01	TERMINATI FORM)	ON FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHOR	T APR/1984
60	52.249-04	TERMINATI	ON FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT F	ORM) APR/1984
61	52.249-08	DEFAULT (	FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
62	52.253-1	COMPUTER	GENERATED FORMS	JAN/1991
63	252.223-7004	DRUG-FREE	WORK FORCE	SEP/1988
64	252.225-7001	BUY AMERI	CAN ACTBALANCE OF PAYMENTS PROGRAM	APR/2003
65	252.225-7002	QUALIFYIN	G COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
66	252.225-7009		D per DCN 20030331***USE IA0197** DUTY-FREE ENTRY G COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
67	252.225-7031	SECONDARY	ARAB BOYCOTT OF ISRAEL	APR/2003
68	252.227-7016	RIGHTS IN	BID OR PROPOSAL INFORMATION	JUN/1995
69	252.231-7000	SUPPLEMEN	TAL COST PRINCIPLES	DEC/1991
70	252.246-7000		INSPECTION AND RECEIVING REPORT	MAR/2003
71	52.222-35		VE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERAN	S DEC/2001
	6 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

Notice: The following term(s) of this clause are waived for this contract: N/A.

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a

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#### Name of Offeror or Contractor:

campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) General.
  - (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
    - (iii) Rate of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings.
  - (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office
  - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
  - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall--
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor

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#### Name of Offeror or Contractor:

issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

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CONTINUED PERFORMANCE DURING CRISES SITUATIONS

JUL/1988

- a. The requirements of this contract have been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within -1-; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below.
- b. The contractor shall be responsible for performing all requirements of this contract notwithstanding crises situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States (US) or -2-, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and allied forces in -3-. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.
- c. Crises situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.
- d. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war or state of emergency. The contractor shall notify the contracting officer of any increase or decrease in costs within ninety (90) days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer may approve in writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the disputes clause.
- e. Contractor personnel and dependents will be integrated into Government Contingency Plans, and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.
- 73 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984
  The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:
  - (c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

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52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

APR/2003

- (a) Definitions. As used in this clause--
  - "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
  - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as

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http://farsite.hill.af.mil

components of items to be supplied under this contract.

(c)

- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

(End of Clause)

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LIST OF ATTACHMENTS

List of Number

Attachment 001 MASTER PATTERNS 27-OCT-2003 MAIL

76 52.6010 CONVENIENCE ENCLOSURES APR/1984

Enclosed for your convenience (yes/no) at time of solicitation is/are the following, as indicated:

ENCLOSED

DD Form 1425, Specifications and Standards Request  $$\mbox{N/A}$$ 

DRSEL-PC 5076-1, Pre-Addressed Return Label N/A

Fort Monmouth Vicinity Sketch and Information Map N/A

itself manufacture, is 500 employees.

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#### Name of Offeror or Contractor:

EPRE	SENTATIONS,	CERTIFICATIONS,	AND OTHER STATEMENTS OF OFFERORS					
	77	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002				
	78	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999				
	79	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994				
8	30	252.225-7021	TRADE AGREEMENTS	AUG/2003				
a)	31	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002				
-	(1) The North American Industry Classification System (NAICS) code for this acquisition is (NAICS code 333512].							
	(2) The sma	all business size	standard is_3541 [insert size standard].					

- (b) Representations.
  - (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not

- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is \* is, \* is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that—
  - (i) It \_\_is, \_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It \_\_is, \_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
  \_\_\_\_ Black American.
  - \_\_\_\_ Hispanic American.
    \_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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#### Name of Offeror or Contractor:

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
  - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
  - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
    - (i) Be punished by imposition of fine, imprisonment, or both;
    - (ii) Be subject to administrative remedies, including suspension and debarment; and

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(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

82 52.204-3

(d) Taxpayer Identification Number (TIN).

TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

	(	) TIN:
	(	) TIN has been applied for.
	(	) TIN is not required because:
	con an	) Offeror is a nonresident alien, foreign corporation, or foreign the that does not have income effectively connected with the duct of a trade or business in the United States and does not have office or place of business or a fiscal paying agent in the United tes;
	(	) Offeror is an agency or instrumentality of a foreign government;
	(	) Offeror is an agency or instrumentality of a Federal Government
	(	) Other. State basis
e)	Туре	of organization.
	(	) Sole proprietorship;
	(	) Partnership;
	(	) Corporate entity (not tax-exempt):
	(	) Corporate entity (tax-exempt):
	(	) Government entity (Federal, State, or local);

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CONTINUATION SHEET	PIIN/SIIN	W15P7T-04-Q-F448	MOD/AMD	
Name of Offeror or Contractor:				
( ) Foreign government;				
( ) International organization per	26 CFR 1.6049-4;			
( ) Other				
(f) Common Parent.				
( ) Offeror is not owned or control	led by a common	parent as defined in	paragraph (a) of this p	rovision.
( ) Name and TIN of common parent:				
Name				
TIN				
(End of Provision)				
PROCEDURAL NOTE: The Contractor's Tax Iden or any other Government documentation auth				ctive invoices, receiving repor
83 52.207-4 ECONOMIC  (a) Offerors are invited to state an opini in this solicitation is (are) economically		e quantity(ies) of s	upplies on which bids, p	AUG/1987 roposals or quotes are requeste ——
(b) Each offeror who believes that ac economic purchase quantity. If different q economic purchase quantity is that quantit different quantity points, this information	wantities are re y at which a sig	commended, a total a nificant price break	nd a unit price must be o	quoted for applicable items. An
	OFFEROR RECO	OMMENDATIONS		
		PRICE		
<u>ITEM</u>	QUANTITY	QUOTATION	TOTAL	

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to

<b>CONTINUATION S</b>	HEET
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amend or ca	ancel t	he so	licitation	n and	resolicit	with	respect	to any	individual	item	in	the (	event	${\tt quotations}$	received	and	the	Government
requirement	ts indi	cate t	that diffe	rent	quantities	shou	ıld be a	cauired										

84 52.214-14 PLACE OF PERFORMANCE-SEALES	D BIDDING APR/1985
	g from this solicitation, ( ) intends, ( ) does not intend (check applicable
box) to use one or more plants or facilities located at a d	ifferent address from the address of the bidder as indicated in this bid.
(b) If the bidder checks 'intends' in paragraph (a) abo	ove, it shall insert in the spaces provided below the required information:
Place of Performance (Street	Name and Address of Owner
Address, City, County, State,	and Operator of the Plant or
Zip Code)	Facility if Other than Bidder
<del></del>	
(End of pro	ovision)
(End of pro	vvision)
85 52.219-2 EQUAL LOW BIDS	OCT/1995
(a) This provision applies to small business concerns only.	
wishes to be considered for this priority, the bidder must	concern may affect entitlement to award in case of tie bids. If the bidder identify, in the following space, the LSA in which the costs to be incurred the first-tier subcontractors) amount to more than 50 percent of the
receiving priority consideration. If the bidder is awarded	cified in paragraph (b) of this provision will preclude the bidder from a contract as a result of receiving priority consideration under this bidder shall perform the contract or cause the contract to be performed in
(End of pro	ovision)
86 52.222-22 PREVIOUS CONTRACTS AND COM	PLIANCE REPORTS FEB/1999
The offeror represents that-	
(a) it ( ) has, ( ) has not participated in a previous solicitation;	contract or subcontract subject to the Equal Opportunity clause of this
(b) It ( ) has, ( ) has not, -filed all required compl	iance reports; and
(c) Representations indicating submission of required obefore subcontract awards.	compliance reports, signed by proposed subcontractors, will be obtained
87 52.227-06 ROYALTY INFORMATION	APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than

\$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.

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- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- "(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
  - 88 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supples it acquires.
- "(b) The apparently successful offeror agrees to complete and submit the following table before award:

#### TABLE

Na	tional	Commercial	Commercial						
Stock		Item	So	Source of Supply					
<u>Line Items</u>	<u>Number</u>	(Y or N)	Company	<u>Address</u>	Part No.	Actual Mfg			
(1)	(2)	(3)	(4)	(4)	(5)	(6)			

- "(1) List each deliverable item of supply and item of technical data.
  - (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y'is listed, the Offeror need not complete the remaining columns in the table.
  - (4) For items of supply, list all sources. For technical data, list the source.
  - (5) For items of supply, list each source's part number for the item.
  - (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.
- 89 252.225-7000 BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM CERTIFICATE
  (a) Definitions.

APR/2003

- 'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
  - (b) Evaluation.

The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.

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or a qualifying country.

	(1) For	all	line	items	subject	to	the	Buy	american	Act	and	Balance	of	Payments	Program	clause	of	this	solicitation,	the
offeror	certifies	tha	t																	

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States
  - (2) The offeror certifies that the following end products are qualifying country end products:

	Line Item Number	Country of Origin
(3) The following end	products are other foreign end products:	
	Line Item Number	Country of Origin (If known)
	(End of provision)	

(End of provision)

90 52.7169 WAIVER OF FIRST ARTICLE

APR/199

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item\_\_\_\_\_ Contract No.\_\_\_\_

- b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.
- c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

91	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
92	52.214-34	SUMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
93	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
94	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (MAY 2001) AND	MAY/2001
		ALTERNATE I (OCTOBER 1997)	
95	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
96	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

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a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

98 52.XXXX

AMC-LEVEL PROTEST PROGRAM

SEP/1998

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile Number: (703) 617-4999/5680

Voice Number: (703) 617-8176

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel(CC).

The CC website address is:

http://www.amc.army.mil/amc/command counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

#### Instructions:

- The United States Electronics and Communications Command (CECOM) will conduct a total Hub-zone Small Business Set-aside competition, anonymous, online reverse auction for the requirements specified in Section B of this solicitation. The specific time for this Reverse Auction will be 12 December 2003 at 1:00 pm, Eastern Standard Time. Delivery will be in accordance with the specified delivery schedule in Section B of the solicitation. The contractors shall sign and return this agreement in addition to Section K, Representations and Certifications to the Contracting Officer at CECOM to receive a user ID and password for the Reverse Auction by COB 5 December 2003. Please submit the following information for user name and password assignment: First and Last name, company name, mailing address (street, city, state & zip), phone#, e-mail address, and time zone. All approved vendors will be provided a user name and password, training date and POC via email prior to start of auction. The web address to gain access to the auction will also be provided along with the contractor's username and password. Point of Contact for this requirement is Contract Specialist Sharon Richardson, and can be reached at 732-427-1662 or via email Sharon.Richardson@maill.monmouth.army.mil. The bidders agree to meet each requirement specified and only offer items that meet or exceed these requirements.
- 2. By participating in this Reverse Auction you grant the government the right to disclose your price, however, your name will be kept anonymous. The Contracting Officer also reserves the right to suspend or cancel the Reverse Auction at any time. If the Contracting Officer cancels the Reverse Auction, the solicitation may be processed following normal sealed bid procedures.
- 3. It is anticipated that a Firm-Fixed Price contract will be executed for this requirement. Bidders must propose on the full quantity only. For the Purpose of Pricing CLIN/SLIN 0001AA for this reverse auction, bidders are to propose a quantity of xx each for SLIN 0001AA. The price entered on the web site during the Reverse Auction shall be the total price. For example, the price for line item 0001AA will be priced as one total lot price (a quantity of xx times the unit price for SLIN 0001AA). A bidder shall not be permitted to submit any revised pricing other than the final price submitted during the Reverse Auction. Once the Reverse Auction is complete, the winning contractor shall submit a signed copy of their final bid prices to the point of contact above. Bidders/Offerors have 24 hours from the time the Reverse Auction ends to submit a complete breakout of SLIN prices.
- 4. EXAMPLE:

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\$9,000.00

\$9,000.00 (TOTAL BID PRICE)

\*\*\*CAUTION: Unbalanced bids will cause Bidders/Offerors to be eliminated/found non-responsive (See FAR 14.404-2(g),14.405)\*\*\*

\$100.00

- 5. The governments starting price for this auction will be at a total net price of \$50,300.00. Bids will be submitted in minimum decrements of \$200.00. If a bid is submitted within the last four minutes, as indicated by the web site server clock, of the time period specified for the Reverse Auction stop time, the time period shall be extended for an additional five minute period beyond the time of the original stop time. An offer during the Reverse Auction must differ from the market, leading offer by at least the decrement identified on the auction detail page. If no bids are submitted within the extension period the Reverse Auction will close i.e., within the last four minutes of the original scheduled stop time. Further, if an extension period is generated and an offer is submitted within the last four minutes within the extension period another five-minute extension period will be generated. There will be no limits on the number of extensions in each Reverse Auction; the market price will be the determining factor in closing the Reverse Auction. When no bids are submitted during the last four minutes of the extension period then the auction will close.
- 6. By participating in the Reverse Auction, contractors certify they will not knowingly disclose their price to any other bidder except anonymously during the reverse auction. The contractors further certify that anonymous disclosure of its price during the Reverse Auction shall not be for the purpose of restricting competition.
- 7. Basis for Award:

0001AA

At the conclusion of the Reverse Auction, the government intends to make an award to the contractor who submits the lowest total price, and is deemed acceptable and responsible by the Contracting Officer. The bidders must bid on the quantity identified above in paragraph C for line item 0001AA. The Contracting Officer reserves the right to make no award under this procedure.

I hereby agree to the above:

Contractor (Insert name and phone number)
Authorized Agent
Reverse Auction Instructions and Agreement

\*\*\* END OF NARRATIVE L 001 \*\*\*

EVALUATION FACTORS FOR AWARD

99 52.6110 FAILURE TO COMPLY WITH F. O. B. TERMS APR/1991
F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation,

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. -1- for Items(s) -2- will be rejected as nonresponsive or may be considered unacceptable.

100 52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS APR/1992
a. Duty will be <u>excluded</u> from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

- 1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.
  - 2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative

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project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be <u>included</u> in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.